



AGENDA

- 1. CALL TO ORDER BY MAYOR KEVIN COTTON**
- 2. PLEDGE OF ALLEGIANCE**
- 3. INVOCATION**
- 4. ROLL CALL**
- 5. APPROVAL OF MINUTES**
 - A. Minutes of February 5, 2024
- 6. APPROVAL OF BILLS AND PAYROLL**
 - A. Bills and Payroll
- 7. Audit Report - Theresa Jones, CPA**
- 8. DEPARTMENT REPORTS**
 - A. Fire Department Report
 - B. Police Department Report
- 9. NEW BUSINESS**
 - A. First Reading Ordinances
 - A. AN ORDINANCE REPEALING CHAPTER 122 OF THE CITY OF MADISONVILLE CODE OF ORDINANCES RELATING TO NON EXCLUSIVE FRANCHISES TO COLLECT, TRANSPORT AND DISPOSE OF COMMERCIAL AND INDUSTRIAL SOLID WASTE WITHIN THE CITY OF MADISONVILLE, KENTUCKY
 - B. AN ORDINANCE AMENDING CHAPTER 97 OF THE CITY OF MADISONVILLE CODE OF ORDINANCES RELATING TO GARBAGE AND REFUSE
 - B. Resolution
 - A. Resolution - Kentucky Deferred Compensation Plan
- 10. ADJOURNMENT**



MINUTES

1. **CALL TO ORDER BY MAYOR KEVIN COTTON**

2. **PLEDGE OF ALLEGIANCE**

3. **INVOCATION**

4. **ROLL CALL**

Present: Council Member Misty Cavanaugh, Council Member Tony Space, Council Member Adam Townsend, City Council Member Larry Noffsinger, Council Member Frank Stevenson, Council Member Chad Menser

Absent:

5. **APPROVAL OF MINUTES**

A. Minutes of January 16, 2024

RESULT: Approval of January 16, 2024 minutes

MOVER: City Council Member Larry Noffsinger

SECONDER: Council Member Tony Space

AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser

NOES: None

ABSTAIN: None

6. **APPROVAL OF BILLS AND PAYROLL**

A. Bills and Payroll

RESULT: Approval of Bills and Payroll

MOVER: City Council Member Larry Noffsinger

SECONDER: Council Member Tony Space

AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser

NOES: None

ABSTAIN: None

7. **DEPARTMENT REPORTS**

- A. Business License Report

8. Council Committee Report

- A. Discussion related to Tourism Committee

- A. Deck the Park

RESULT: Approval of funding in the amount of \$180,000.00 for Deck the Park
MOVER: Council Member Adam Townsend
SECONDER: City Council Member Larry Noffsinger
AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

- B. Beech Bash

RESULT: Approval of funding in the amount of \$25,000.00 for Beech Bash
MOVER: Council Member Adam Townsend
SECONDER: Council Member Tony Space
AYES: Misty Cavanaugh, Tony Space, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: Adam Townsend
ABSTAIN: None

- C. Outdoor Movies

RESULT: Approval of funding \$10,000.00 for Outdoor Movies
MOVER: Council Member Adam Townsend
SECONDER: City Council Member Larry Noffsinger
AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

- D. Harvest Fest

RESULT: Approval of funding of \$25,000.00 for Harvest Fest
MOVER: Council Member Adam Townsend
SECONDER: Council Member Misty Cavanaugh
AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

E. Fireworks

RESULT: Approval of funding of \$25,000.00 for Fireworks for 4th of July
MOVER: Council Member Misty Cavanaugh
SECONDER: None
AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

F. Wings over Western Kentucky Airshow

RESULT: Approval of funding for \$150,000.00 for West Kentucky Airshow
MOVER: Council Member Adam Townsend
SECONDER: Council Member Misty Cavanaugh
AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

9. NEW BUSINESS

A. Resolutions

A. Declare Equipment as Surplus Property

RESULT: Approval to declare equipment as surplus
MOVER: City Council Member Larry Noffsinger
SECONDER: None
AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

B. Adoption of the 2024 Personnel Policy

RESULT: Approval of the adoption of the amended Personnel Policy
MOVER: None
SECONDER: None
AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

C. Resolution to Accept Bids for Franchises to operate Telecommunications systems within the city limits of Madisonville

RESULT: Approval to accept bids for Telecommunications franchise
MOVER: Council Member Adam Townsend

SECONDER: City Council Member Larry Noffsinger

AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger,
Frank Stevenson, Chad Menser

NOES: None

ABSTAIN: None

B. Municipal Orders

A. Re-appointment of Lee Riddle to Historic District Commission

RESULT: Approval of Re-appointment of Lee Riddle to Historic District
Commission

MOVER: Council Member Tony Space

SECONDER: City Council Member Larry Noffsinger

AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger,
Frank Stevenson, Chad Menser

NOES: None

ABSTAIN: None

10. Proclamation - American Heart Month

A. Proclamation

11. ADJOURNMENT

RESULT: Adjourn

MOVER: Council Member Adam Townsend

SECONDER: Council Member Tony Space

AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger,
Frank Stevenson, Chad Menser

NOES: None

ABSTAIN: None

	A	B	C	E
1			Bills and Payroll for Council Meeting 02/20/24	
2	Co#	Bank#	Fund Name	
3	100	1	General Fund	\$ 145,225.64
4				\$ 76,194.41
5				
6				
7			Total General Fund	\$ 221,420.05
8	190	7	Sanitation	\$ 65,677.63
9				\$ 47,052.02
10				
11				
12			Total Sanitation	\$ 112,729.65
13	200	7	Electric/Utility Office	\$ 46,135.63
14				\$ 77,587.28
15				
16				
17			Total Electric/Utility Office	\$ 123,722.91
18	210	6	Water and Filter	\$ 64,700.95
19				\$ 375,032.38
20				
21				
22			Total Water Filter	\$ 439,733.33
23		7	Waste Water Collection and Treatment	\$ 37,048.02
24				\$ 63,784.92
25				
26				
27			Total Wastewater Collection and Treatment	\$ 100,832.94
28				
29				
30	Co#	Dept #	Department Name	Amount
31	100	Various	Governmental	\$ 83,415
32	100	2100	Police	\$ 171,282
33	100	2300	Fire	\$ 171,671
34	100	3300	Transportation	\$ 30,987
35	100	5000	Cemetery	\$ 4,777
36	100	7000	Park	\$ 16,971
37	190	3100	Sanitation	\$ 54,233
38	200	1000/4500	Light Fund	\$ 118,014
39	200	2000	Wastewater Treatment	\$ 20,950
40	200	2001	Wastewater Collection	\$ 32,941
41	200	4700/4600	Water and Filter	\$ 51,578
42		330/6000	Madisonville Sports	\$ 5,008
43			Total Payroll	\$ 761,827
44				
45			Number of Employees Paid February 16, 2024	
46			See next page	

CMP	DEPT	NAME	DATE	TOTAL	FULL	PART
100	1100	ELECTED OFFICIALS	2/16/24	7	1	6
100	1200	ADMINISTRATION	2/16/24	6	6	
100	1400	FINANCE	2/16/24	7	7	
100	1500	CITY CLERK	2/16/24	4	4	
100	1600	AIRPORT	2/16/24	4	3	1
100	1700	ZONING	2/16/24	3	3	
100	1800	HUMAN RESOURCES	2/16/24	4	4	
100	2100	POLICE DEPT-MADISONVILLE	2/16/24	54	48	6
100	2150	POLICE FICA	2/16/24	6	2	4
100	2151	DISPATCH	2/16/24	15	15	
100	2200	ALCOHOLIC BEVERAGE CONTROL	2/16/24	1		1
100	2300	FIRE DEPT-MADISONVILLE	2/16/24	66	66	
100	2350	FIRE FICA/NON HAZARDOUS	2/16/24	1	1	
100	3300	TRANSPORTATION DEPT	2/16/24	19	19	
100	5000	CEMETERY DEPARTMENT	2/16/24	3	3	
100	7000	PARK DEPARTMENT	2/16/24	15	11	4
100	7200	MAHR PARK	2/16/24	8	6	2
190	3100	SANITATION DEPARTMENT	2/16/24	32	30	2
200	1000	UTILITY OFFICE	2/16/24	15	15	
200	4500	LIGHT DISTRIBUTION DEPT	2/16/24	20	20	
210	2000	WASTEWATER TREATMENT	2/16/24	9	9	
210	2001	WASTEWATER COLLECTION	2/16/24	18	18	
210	2002	ENGINEERING & STORMWATER	2/16/24	6	6	
211	4600	FILTER DEPARTMENT	2/16/24	12	12	
211	4700	WATER DEPARTMENT	2/16/24	15	15	
		Totals		350	324	26

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	7,018.50	.00	.00	7,018.50
100	1200	ADMINISTRATION	16,119.73	21.96	.00	16,141.69
100	1400	FINANCE	28,327.84	283.89	.00	28,611.73
100	1500	CITY CLERK	8,561.08	.00	.00	8,561.08
100	1700	ZONING	21,809.22	.00	.00	21,809.22
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	1,272.96	.00	.00	1,272.96
		Total Government	83,109.33	305.85	.00	83,415.18
100	2100	POLICE DEPT-MADISO	143,047.12	21,698.23	.00	164,745.35
100	2150	POLICE FICA	6,150.00	386.16	.00	6,536.16
		Total Police	149,197.12	22,084.39	.00	171,281.51
100	2300	FIRE DEPT-MADISONV	118,575.34	47,502.56	4,178.52	170,256.42
100	2350	FIRE FICA/NON HAZA	1,414.40	.00	.00	1,414.40
		Total Fire	119,989.74	47,502.56	4,178.52	171,670.82
100	3300	TRANSPORTATION DEP	30,987.06	.00	.00	30,987.06
		Total Transportati	30,987.06	.00	.00	30,987.06
100	5000	CEMETERY DEPARTMEN	4,713.67	63.18	.00	4,776.85
		Total Cemetery	4,713.67	63.18	.00	4,776.85
100	7000	PARK DEPARTMENT	16,858.95	112.42	.00	16,971.37
100	7100	POOL EMPLOYEES	.00	.00	.00	.00
		Total Park	16,858.95	112.42	.00	16,971.37
190	3100	SANITATION DEPARTM	53,159.83	1,073.04	.00	54,232.87
		Total Sanitation	53,159.83	1,073.04	.00	54,232.87
200	1000	UTILITY OFFICE	26,446.28	547.58	.00	26,993.86
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	89,871.92	1,148.44	.00	91,020.36
		Total Utility Offi	116,318.20	1,696.02	.00	118,014.22
210	2000	WASTEWATER TREATME	20,251.34	698.72	.00	20,950.06
210	2001	WASTEWATER COLLECT	31,766.55	1,174.46	.00	32,941.01
		Total Wastewater T	52,017.89	1,873.18	.00	53,891.07
211	4600	FILTER DEPARTMENT	19,426.79	2,063.61	.00	21,490.40
211	4700	WATER DEPARTMENT	27,784.33	2,303.57	.00	30,087.90
		Total Water	47,211.12	4,367.18	.00	51,578.30
330	6000	MADISONVILLE SPORT	5,007.68	.00	.00	5,007.68
		Total Sports Comp	5,007.68	.00	.00	5,007.68
		Grand Totals	678,570.59	79,077.82	4,178.52	761,826.93

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	.00	.00	.00	.00
100	1200	ADMINISTRATION	94.86	1.00	.00	95.86
100	1400	FINANCE	568.97	8.75	.00	577.72
100	1500	CITY CLERK	88.00	.00	.00	88.00
100	1700	ZONING	550.00	.00	.00	550.00
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	.00	.00	.00	.00
		Total Government	1,301.83	9.75	.00	1,311.58
100	2100	POLICE DEPT-MADISO	4,015.25	476.50	.00	4,491.75
100	2150	POLICE FICA	299.00	11.25	.00	310.25
		Total Police	4,314.25	487.75	.00	4,802.00
100	2300	FIRE DEPT-MADISONV	5,055.55	1,943.50	145.25	7,144.30
100	2350	FIRE FICA/NON HAZA	80.00	.00	.00	80.00
		Total Fire	5,135.55	1,943.50	145.25	7,224.30
100	3300	TRANSPORTATION DEP	1,563.25	.00	.00	1,563.25
		Total Transportati	1,563.25	.00	.00	1,563.25
100	5000	CEMETERY DEPARTMEN	163.50	2.25	.00	165.75
		Total Cemetery	163.50	2.25	.00	165.75
100	7000	PARK DEPARTMENT	699.97	5.25	.00	705.22
100	7100	POOL EMPLOYEES	.00	.00	.00	.00
		Total Park	699.97	5.25	.00	705.22
190	3100	SANITATION DEPARTM	2,413.50	38.50	.00	2,452.00
		Total Sanitation	2,413.50	38.50	.00	2,452.00
200	1000	UTILITY OFFICE	891.00	20.75	.00	911.75
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	1,928.65	21.75	.00	1,950.40
		Total Utility Offi	2,819.65	42.50	.00	2,862.15
210	2000	WASTEWATER TREATME	683.50	23.00	.00	706.50
210	2001	WASTEWATER COLLECT	1,332.25	40.75	.00	1,373.00
		Total Wastewater T	2,015.75	63.75	.00	2,079.50
211	4600	FILTER DEPARTMENT	879.50	63.55	.00	943.05
211	4700	WATER DEPARTMENT	1,078.00	67.75	.00	1,145.75
		Total Water	1,957.50	131.30	.00	2,088.80
330	6000	MADISONVILLE SPORT	3.27	.00	.00	3.27
		Total Sports Comp	3.27	.00	.00	3.27
		Grand Totals	22,388.02	2,724.55	145.25	25,257.82

Madisonville Fire Department

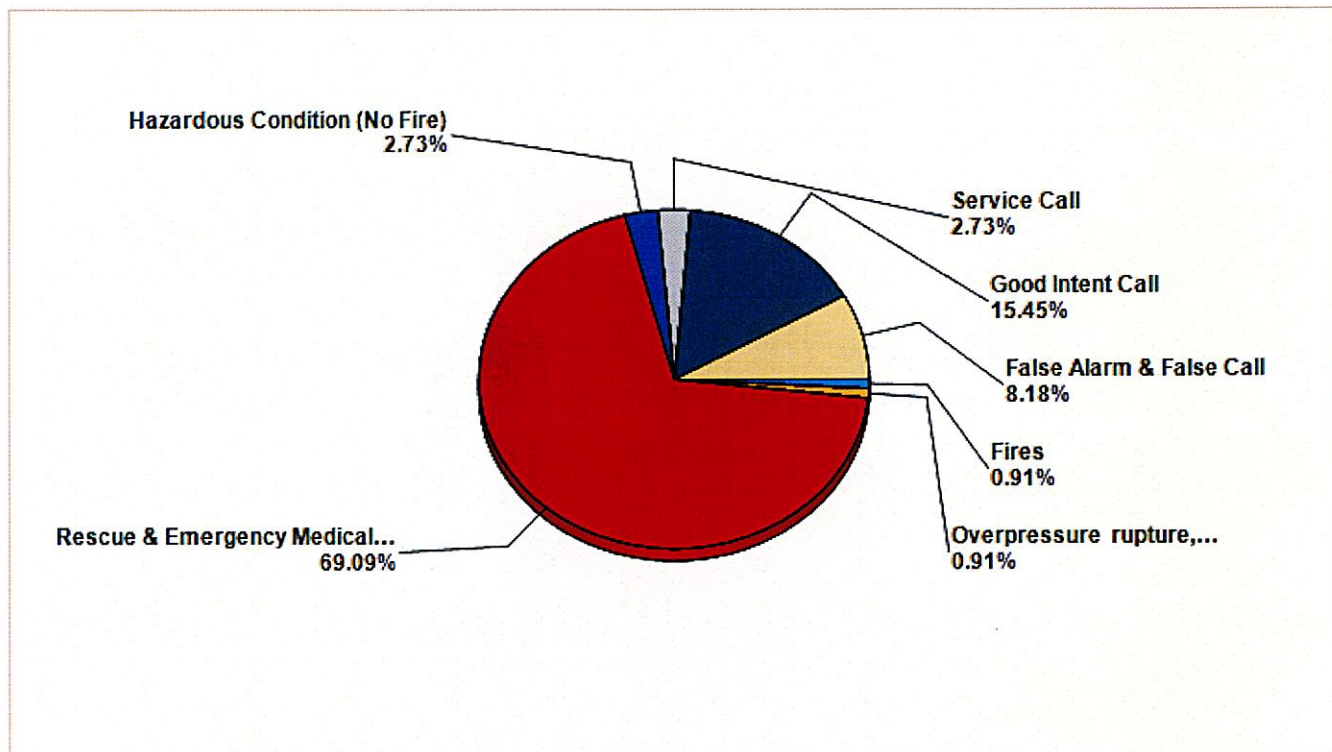
Monthly Report

January 2024



INCIDENT TYPE	# INCIDENTS
MEDICAL	76
FIRE	34
TOTAL	110
# OVERLAPPING	% OVERLAPPING
20	18
PRE-INCIDENT VALUE	LOSSES
\$1,500.00	\$100.00
DISPATCH TO RESPONDING (AVG: 0:01:26)	
	MEDICAL FIRE
Station #1	0:01:16 0:01:15
Station #2	0:01:44 0:01:13
Station #3	0:01:33 0:00:49
Station #4	0:01:25 0:02:50
DISPATCH TO ARRIVAL (AVG: 0:05:12)	
	MEDICAL FIRE
Station #1	0:04:54 0:03:23
Station #2	0:05:28 0:04:20
Station #3	0:05:50 0:04:31
Station #4	0:05:17 0:09:20
AVERAGE TIME ON SCENE	Monthly Training Hours
13 minutes 56 seconds	1534
INSPECTIONS	
Pre-Incident Inspections	53
Fire Prevention Inspections	38
Code Enforcement Cases	192
COMMUNITY OUTREACH	
Community Programs	6
Smoke Alarms Issued	0
Adult Contacts	440
Children Contacts	120

Madisonville Fire Department Incident Breakdown by Type Janurary 2024



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	1	0.91%
Overpressure rupture, explosion, overheat - no fire	1	0.91%
Rescue & Emergency Medical Service	76	69.09%
Hazardous Condition (No Fire)	3	2.73%
Service Call	3	2.73%
Good Intent Call	17	15.45%
False Alarm & False Call	9	8.18%
TOTAL	110	100%

Madisonville Fire Department

Incident Breakdown by %

Janurary 2024



INCIDENT TYPE	# INCIDENTS	% of TOTAL
131 - Passenger vehicle fire	1	0.91%
251 - Excessive heat, scorch burns with no ignition	1	0.91%
311 - Medical assist, assist EMS crew	72	65.45%
322 - Motor vehicle accident with injuries	2	1.82%
324 - Motor vehicle accident with no injuries.	2	1.82%
412 - Gas leak (natural gas or LPG)	2	1.82%
424 - Carbon monoxide incident	1	0.91%
522 - Water or steam leak	1	0.91%
561 - Unauthorized burning	2	1.82%
611 - Dispatched & cancelled en route	5	4.55%
622 - No incident found on arrival at dispatch address	2	1.82%
631 - Authorized controlled burning	1	0.91%
651 - Smoke scare, odor of smoke	3	2.73%
671 - HazMat release investigation w/no HazMat	6	5.45%
733 - Smoke detector activation due to malfunction	3	2.73%
735 - Alarm system sounded due to malfunction	2	1.82%
745 - Alarm system activation, no fire - unintentional	3	2.73%
746 - Carbon monoxide detector activation, no CO	1	0.91%
TOTAL INCIDENTS:	110	100%

Madisonville Fire Department

Pre-Incident Surveys

Janurary 2024



1	Baird Private Wealth Management	233 E Center ST	01/08/2024
2	Brighton Cornerstone Healthcare	55 E North ST	01/10/2024
3	Burger King	1905 S Main ST	01/08/2024
4	Card Quest Hobby Shop	106 W Center ST	01/09/2024
5	Christ Church Holiness	526 Hopewell ST	01/10/2024
6	Christian Food Bank	241 W Center ST	01/10/2024
7	Concord Health Systems	2850 Hanson RD	01/10/2024
8	Farmers Bank & Trust	2215 N Main ST	01/10/2024
9	First Church of God	617 S Kentucky AVE	01/08/2024
10	Flower Grove Baptist Church	720 S Franklin ST	01/10/2024
11	GMS Mine Repair and Maintenance	1651 Progress DR	01/10/2024
12	Goodwill	101 Madison Square DR	01/08/2024
13	Grace Warehouse Church	2206 S Main ST	01/10/2024
14	Haag Family Dentistry	1250 Thornberry DR	01/08/2024
15	Holiday Inn Express & Suites	234 Midtown BLVD	01/08/2024
16	Hope and Healing	314B N Kentucky AVE	01/17/2024
17	Hopkins County Government Center	56 N Main ST	01/08/2024
18	Hopkins County Jail	2250 Laffoon Trail	01/08/2024
19	Housing Authority (Adrian Circle)	172 Adrian CIR	01/09/2024
20	Housing Authority (Carver Ct)	302 Carver CT	01/11/2024
21	Housing Authority (Family Center)	234 Pride AVE	01/11/2024
22	Housing Authority (Main Office)	211 Pride AVE	01/11/2024
23	Housing Authority (N. Kentucky)	175 N Kentucky AVE	01/09/2024
24	Housing Authority Apartment's	236 Murray ST	01/09/2024
25	Hunters Alignment Tires & Service	2724 North Main St. RD	01/10/2024
26	Jump Start Academy LLC.	213 E Arch ST	01/08/2024
27	King Home & Drug Care	444 S Main ST	01/10/2024
28	Mad City Scrubs	200 E Arch ST	01/09/2024
29	Madisonville 1st. General Baptist Church	900 W Center ST	01/09/2024
30	Madisonville Garage Door	1000 Margaret CT	01/09/2024
31	Madisonville Police Department	99 E Center ST	01/09/2024
32	Marco's Pizza	17 E Arch ST	01/09/2024
33	Now and Then	575 A Mccoy AVE	01/08/2024
34	Oak Grove Baptist Church	309 Graves ST	01/08/2024
35	Phaup Chiropractic	1015 College DR	01/08/2024
36	Ruby Lodge	367 Springlake ST	01/10/2024
37	Rudd Insurance	411 N Main ST	01/09/2024
38	Snooty Fox	1901 Lantaff BLVD	01/08/2024
39	Social Security Administration	4431 Hanson RD	01/05/2024
40	Spectrum	250 Madison Square DR	01/08/2024
41	Subway	21 Madison Square DR	01/08/2024
42	Todd's Furniture	181 W Center ST	01/09/2024
43	Todd's Furniture	173 W Center ST	01/09/2024
44	Todd's Furniture Mattress Gallery	157 W Center ST	01/09/2024
45	Todd's Furniture Warehouse	355 W Arch St.	01/09/2024
46	Todd's Select Furniture	126 W Center ST	01/09/2024
47	Todd's Warehouse 2	100 W Center ST	01/09/2024
48	UPS (New Location)	925 Industrial RD	01/11/2024
49	West Kentucky Dermatology	95 Ymca DR	01/10/2024
50	YMCA	150 Ymca DR	01/05/2024
51	YMCA Main Kids Center	150 Ymca DR	01/05/2024

Madisonville Fire Department

Community Events

Janurary 2024



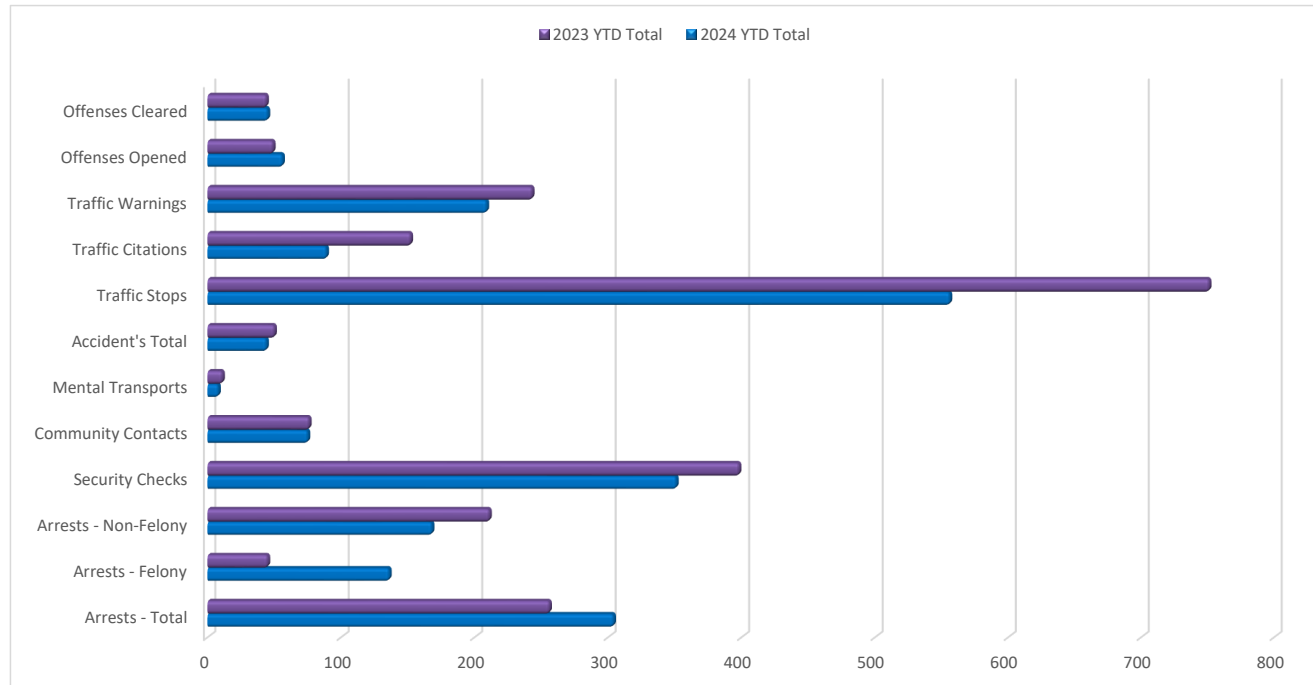
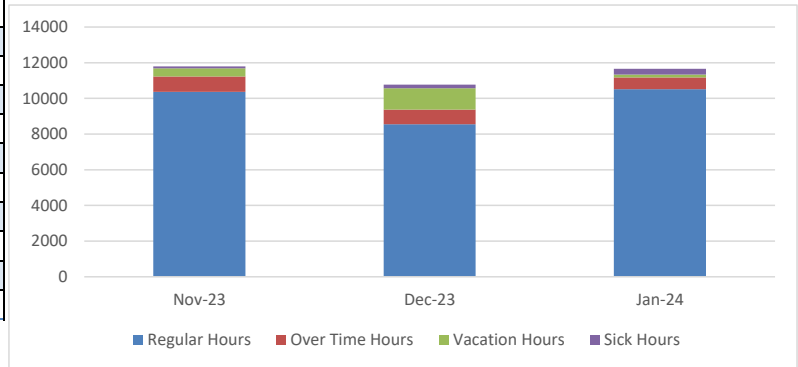
Maintenance			
	01/03/2024	Community Event	Deck The Park
Public Relations			
	01/04/2024	Community Event	Deck the Park
	01/05/2024	Community Event	Deck the Park - Light removal
	01/27/2024	Community Event	Youth Basketball Game
	01/27/2024	Public Relations Presence	Community Basketball Game
	01/27/2024	Community Event	Upward Basketball community involvement



Madisonville Police Department Council Report Feb, 2024

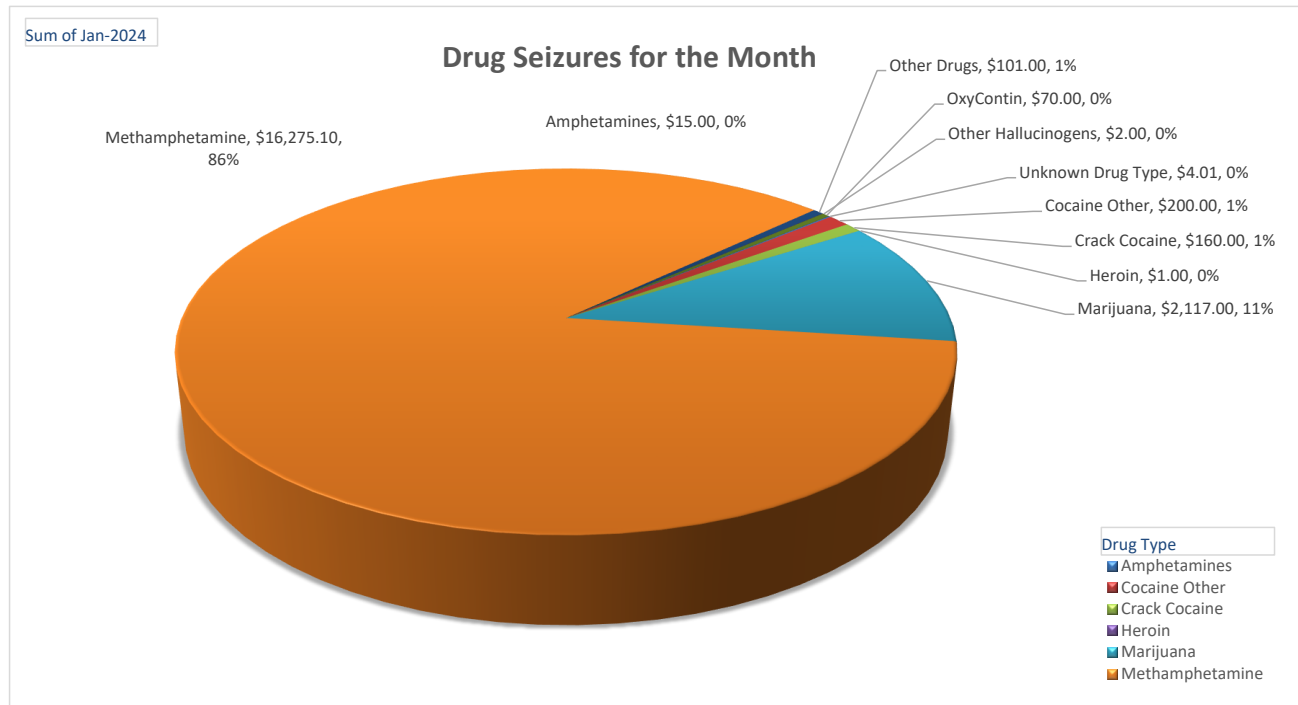


Type	Jan-24	Jan-23	2024 YTD Total	2023 YTD Total	Man Hours	Nov-23	Dec-23	Jan-24	Totals
Calls - Total Responses	3585	3888	3585	3888	Regular Hours	10367.14	8551.3	10515.37	29433.85
Arrests - Total	304	256	304	256	Over Time Hours	867	821.5	662	2350.5
Arrests - Felony	136	45	136	45	Vacation Hours	455.37	1203.4	158	1816.73
Arrests - Non-Felony	168	211	168	211	Sick Hours	102	190.25	320	612.25
Security Checks	351	398	351	398	Training Hours	272	56	744	1072
Community Contacts	75	76	75	76					
Mental Transports	8	11	8	11					
Accident's Total	44	50	44	50					
Traffic Stops	556	751	556	751					
Traffic Citations	89	152	89	152					
Traffic Warnings	209	243	209	243					
Offenses Opened	56	49	56	49					
Offenses Cleared	45	44	45	44					
Stolen/Lost Property Value	\$ 26,669.51	\$ 6,765.66	\$26,669.51	\$6,765.66					
Recovered Property Value	\$ 7,268.50	\$ 5,050.00	\$7,268.50	\$5,050.00					
Average Response Time	5.55 Mins	3.85 Mins	5.55 Mins	3.85 Mins					





Madisonville Police Department Council Report Feb, 2024



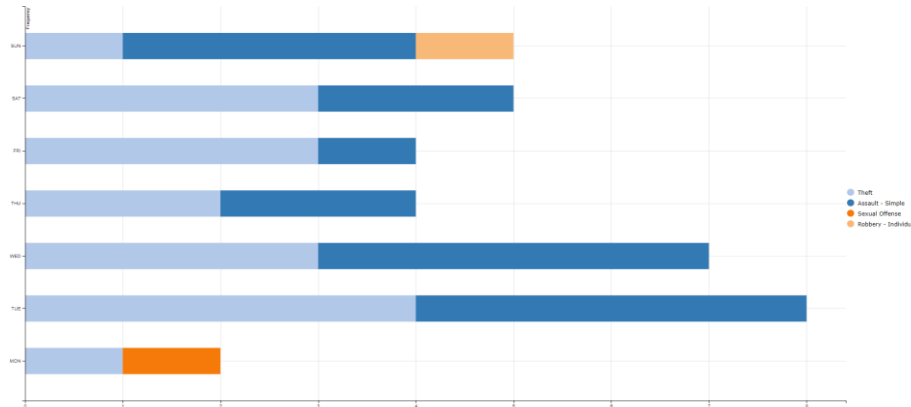
Total Seizure Jan 2024 \$ 18,945.11



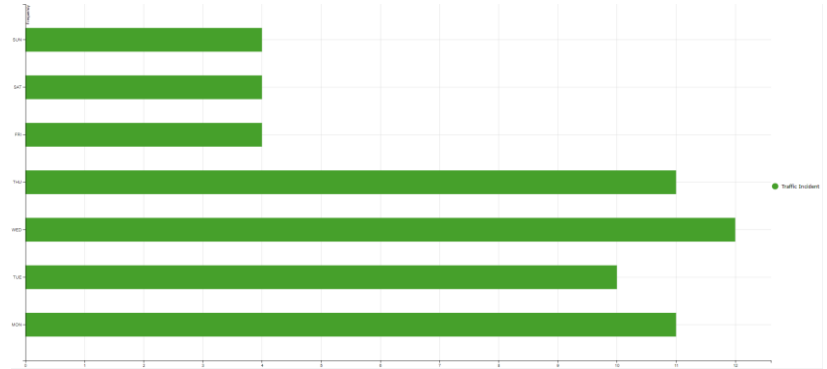
Madisonville Police Department Council Report Feb, 2024



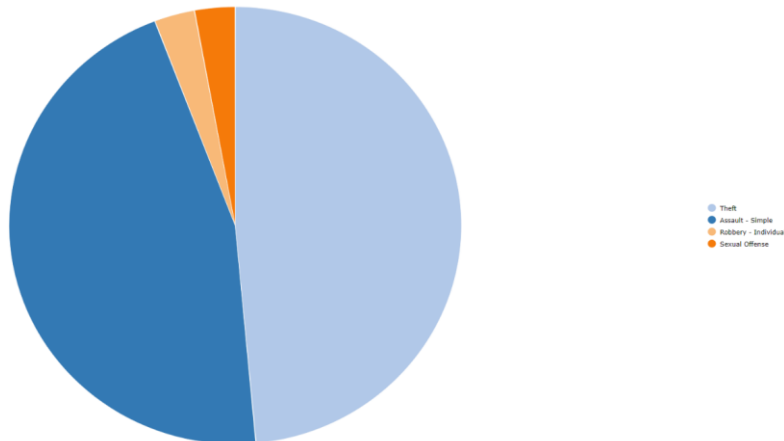
Part 1 Crimes by Day of Week



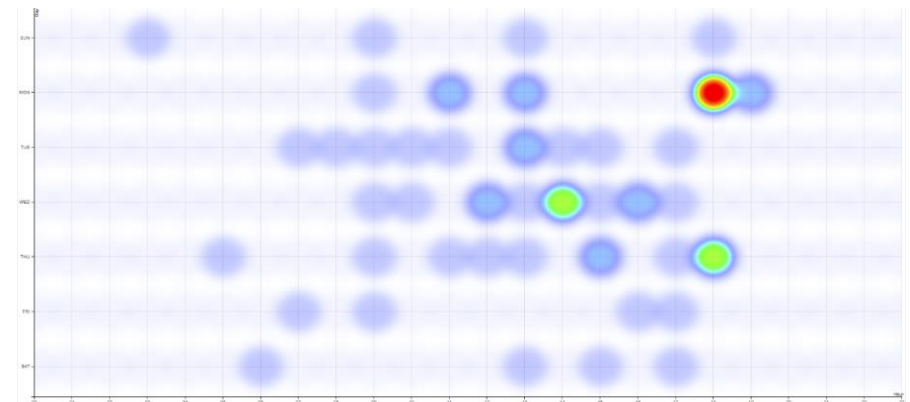
Traffic Accidents by Day of Week



Part 1 Crimes



Traffic Accident Highest Times

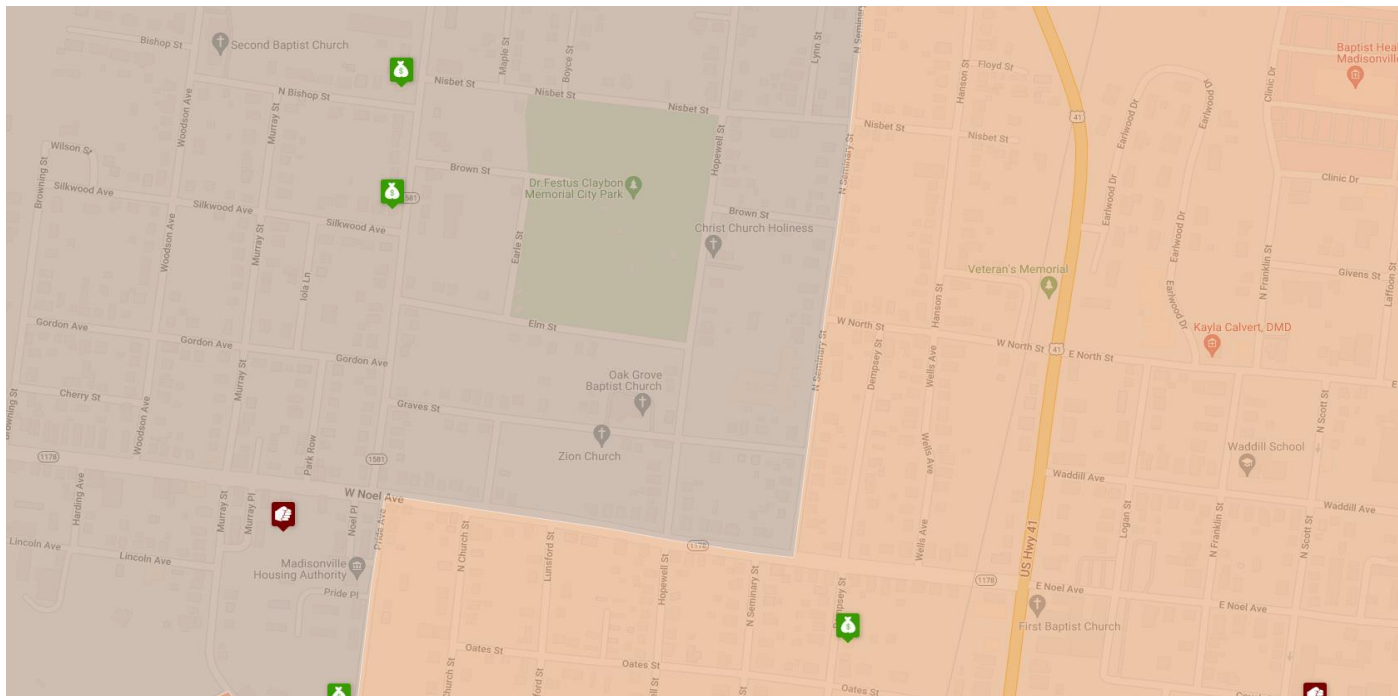




Madisonville Police Department Council Report Feb, 2024



Part 1 Crimes Highest Density

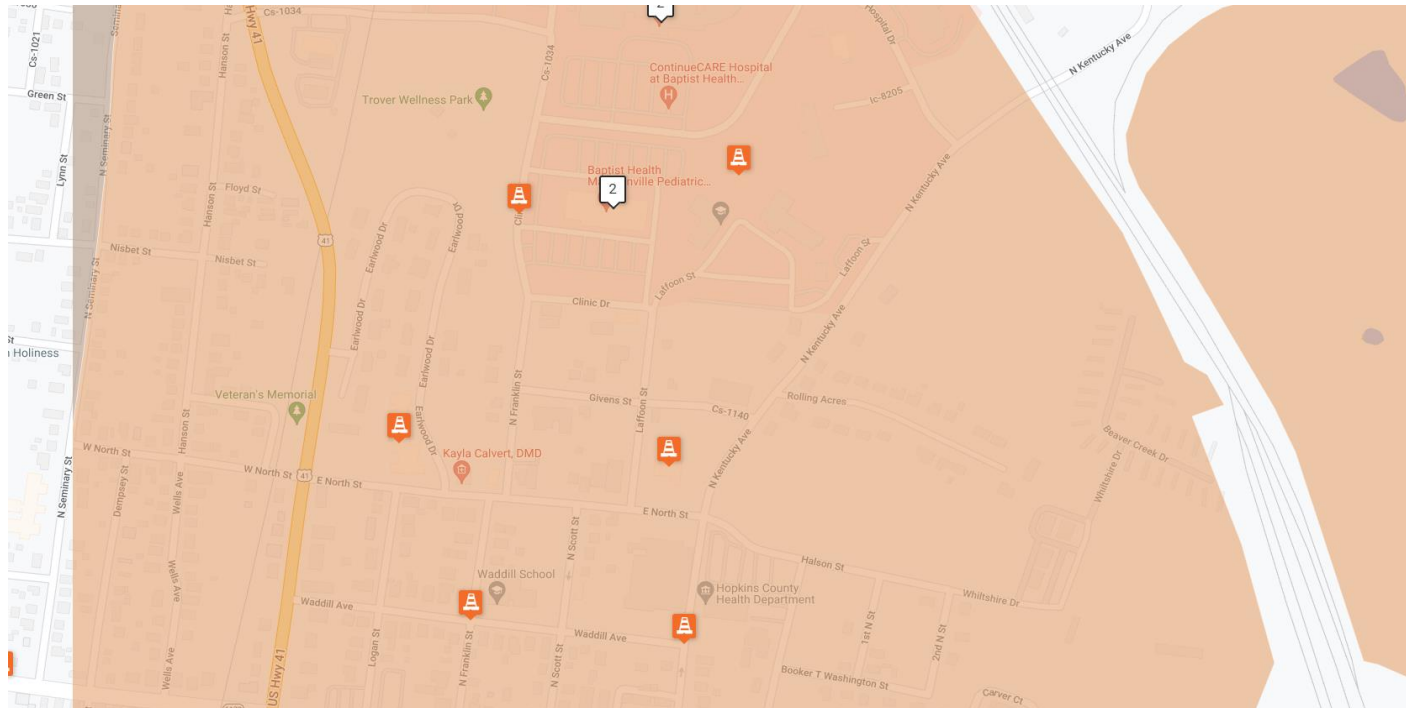




Madisonville Police Department Council Report Feb, 2024



Traffic Accidents Highest Density





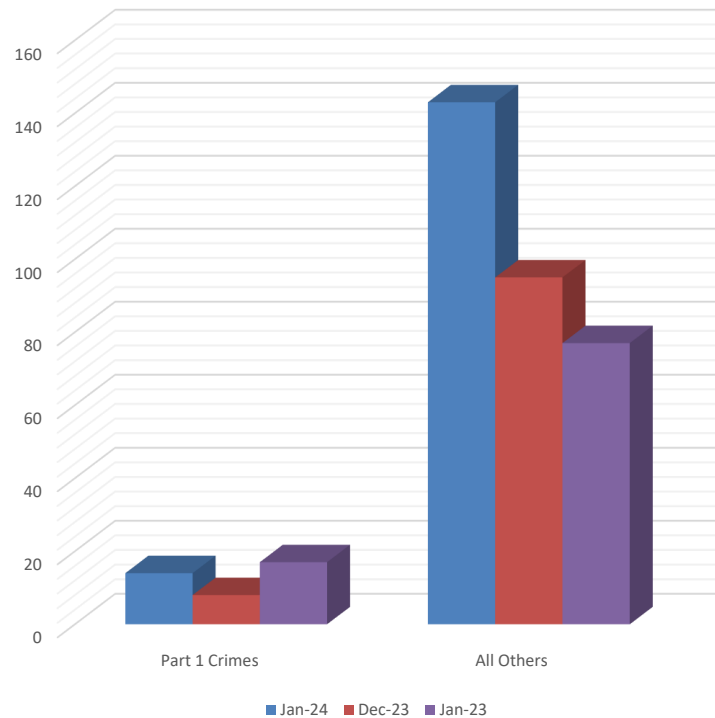
Madisonville Police Department Council Report Feb, 2024



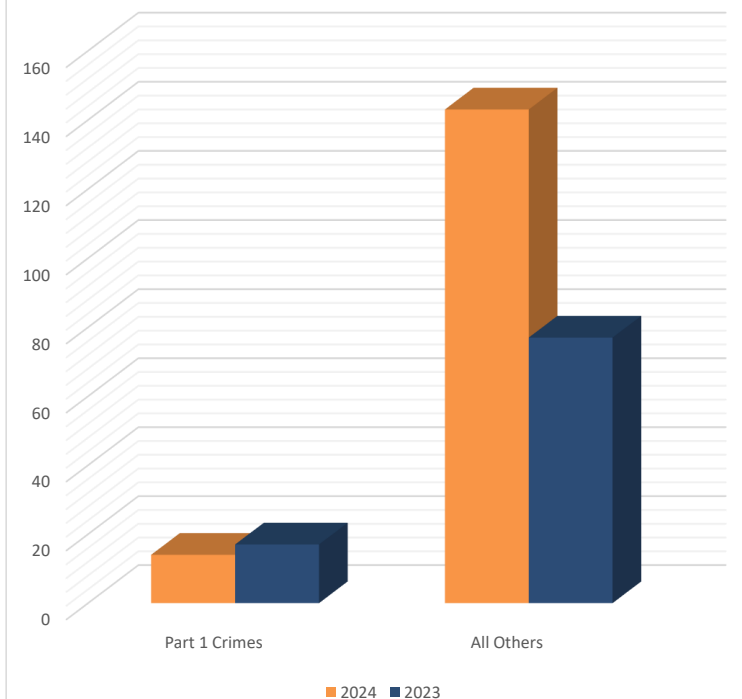
Crime Statistics Comparison

	Jan-24	Dec-23	Difference	Jan-23	Difference	Calendar Year to Date		
Part 1 Crimes	14	8	75%	17	-18%	2024	2023	Difference
All Others	143	95	51%	77	86%	143	77	86%
Total	157	103	52%	94	67%	157	94	67%

Monthly Comparison



Year to Date Comparison



**CITY OF MADISONVILLE, KY
ORDINANCE 2024-01**

**AN ORDINANCE REPEALING CHAPTER 122 OF THE CITY OF
MADISONVILLE CODE OF ORDINANCES RELATING TO NON
EXCLUSIVE FRANCHISES TO COLLECT, TRANSPORT AND
DISPOSE OF COMMERCIAL AND INDUSTRIAL SOLID WASTE WITHIN
THE CITY OF MADISONVILLE, KENTUCKY**

BE IT ORDAINED BY THE CITY OF MADISONVILLE, KY, AS FOLLOWS:

Sections 122.01 – 122.99 of the City of Madisonville Code of Ordinances dated June 20, 2005 relating to non exclusive franchises to collect, transport and dispose of commercial and industrial solid waste within the City of Madisonville is hereby repealed in its entirety.

§122.01

SECTION 1: DEFINITIONS

~~The following terms as used in this Ordinance shall have the meaning set forth below:~~

~~1.1 "Commercial and Industrial Franchisee" — means an individual, corporation, partnership or other business association that has been qualified by the City to collect, transport and dispose of industrial and commercial solid waste and has executed a Commercial and Industrial Franchise Agreement with the City.~~

~~1.2 "Commercial and Industrial Franchise Agreement " — means a Franchise Agreement entered into between the City and a Commercial and Industrial Franchisee, as the same may from time to time be amended, modified, or supplemented in accordance with the terms hereof, including attachments and exhibits.~~

~~1.3 "Commercial and Industrial Franchise Area " — means the city limits of Madisonville, Kentucky.~~

~~1.4 "Commercial Solid Waste" means all types of solid waste generated by stores, offices, restaurants, hotels, motels, warehouses and other service and non-manufacturing activities , that is not considered hazardous waste, excluding residential household and industrial solid waste.~~

~~1.5 "Industrial Solid Waste" means solid waste generated by manufacturing or industrial processes that is not a hazardous waste or a special waste as designated by KRS 224 . 50-760, including but not limited to, waste resulting from the following manufacturing process: electric power generation; fertilizer or agricultural chemicals; food~~

~~and related products or by products; inorganic chemicals; iron and steel manufacturing ; leather and leather products; nonferrous metals manufacturing ; foundries; organic chemicals ; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay and concrete products ; textile manufacturing; transportation equipment; and water treatment .~~

~~1. 6 "Solid Waste" — means any garbage, refuse, sludge and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial , commercial , mining (excluding coal mining wastes, coal mining by-products, refuse, and overburden) , agricultural operations and from community activities (including discarded animal parts and animal liquid waste) , but does not include those materials including, but not limited to, sand, soil, rock, gravel or bridge debris extracted as part of a public road construction project funded wholly or in part with state funds, recovered material, special wastes as designated by KRS 224. 50-760, solid or dissolved material in domestic sewage , manure , crops, crop residue, or a combination thereof which are placed on the soil for return to the soil as fertilizers or soil conditioners, or solid or dissolved material in irrigation return flows or Industrial discharges which are point sources subject to permits under Section 402 of the Federal Water pollution Control Act, as amended, or special nuclear or by-product material as defined by the Atomic Energy Act of 1954.~~

~~SECTION 11: NON EXCLUSIVE RIGHT & SOLICITATION OF BUSINESS~~

~~2.1 Nonexclusive Right~~

~~A. Only the City and individuals or entities which have executed a Commercial and Industrial Franchise Agreement with the City may collect, transport and dispose of commercial and industrial solid waste within the Commercial and Industrial Franchise Area.~~

~~2.2 Solicitation of Business~~

~~A. All contracts pertaining to commercial and industrial solid waste collection, transport and disposal solicited and/or executed that differ in terms from the provisions of this Ordinance are modified by this Ordinance to the extent of the conflict.~~

~~B. Each Commercial and Industrial Franchisee shall not solicit or cause another on its behalf to solicit businesses or industries in any manner contrary to the language or intent of this Ordinance.~~

~~SECTION 111:~~

~~3.1 Collection~~

~~A. Each business, industry or commercial enterprise located in the Commercial & Industrial Franchise Area shall contract with a Commercial and Industrial Franchisee for commercial and industrial solid waste services, utilize the solid waste services offered by the city of~~

~~Madisonville, or otherwise dispose of such waste in accordance with applicable law.~~

~~B. Each Commercial and Industrial Franchisee may offer solid waste collection, transport and disposal services to businesses and industries located within the Commercial and Industrial Franchise Area.~~

~~C. Each Commercial and Industrial Franchisee shall collect commercial and industrial solid waste from any business or industry requesting services without discrimination and shall perform all services in such a manner that complies with all federal, state and local statutes and regulations pertaining to solid waste collection.~~

~~D. Each Commercial and Industrial Franchisee shall obtain all necessary federal, state and local permits to collect solid waste. Each Commercial and Industrial Franchisee shall deliver to the City copies of all permits required for the collection of solid waste including subsequent permit revisions or modifications.~~

~~3.2 Transport~~

~~A. Each Commercial and Industrial Franchisee shall transport all the commercial and industrial solid waste it collects under this Ordinance and its Commercial and Industrial Franchise Agreement in compliance with all federal, state and local statutes and regulations and in such a manner that prevents the blowing of debris, nor shall the Commercial and Industrial Franchisee allow debris, liquid or waste to escape from collection vehicles.~~

~~B. Each Commercial and Industrial Franchisee shall obtain all necessary federal, state, and local permits to transport solid waste. Each Commercial and Industrial Franchisee shall deliver to the City copies of all permits required for the transport of solid waste including subsequent permit revisions or modifications.~~

~~3.3 Disposal~~

~~A. Each Commercial and Industrial Franchisee shall dispose of or arrange for disposal of all commercial and industrial solid waste it collects under this Ordinance and its Commercial and Industrial Franchise Agreement in compliance with all federal, state and local statutes and regulations. Each Commercial and Industrial Franchisee shall notify the City of its chosen method of disposal and provide all appropriate documentation evidencing the disposal site's compliance with all state, federal and local regulations.~~

~~3.4 Equipment and Personnel~~

~~A. Each Commercial and Industrial Franchisee shall have sufficient personnel and shall have on hand at all times and in good working order such equipment and vehicles as shall permit the Commercial~~

~~and Industrial Franchisee to adequately and efficiently perform the services encompassed by this Ordinance and its Commercial and Industrial Franchise Agreement. All equipment shall be kept in good repair, appearance and in a sanitary and clean condition at all times, Equipment and vehicles shall be marked uniformly with the name of the Commercial and Industrial Franchisee, business telephone number and vehicle number. All vehicles shall be numbered and a record kept of the vehicles to which each number is assigned.~~

~~B. All containers used by each Commercial and Industrial Franchisee must be uniformly clearly marked as a "Solid Waste" container.~~

~~C. Commercial and Industrial Franchisee's employees shall service the public in a courteous, helpful and impartial manner. Care shall be taken to prevent damages to any customer's property including but not limited to the customer's containers, buildings, structures and landscaping.~~

~~D. Each Commercial and Industrial Franchisee's employees shall wear clean and presentable clothing.~~

~~E. Each Commercial and Industrial Franchisee shall comply with state, federal and local laws relating to wages hours and other applicable laws relating to the employment and protection of employees, now or hereafter in effect.~~

SECTION IV: PERFORMANCE STANDARDS

4.1 Compliance

~~A. Each Commercial and Industrial Franchisee must perform its duties under this Ordinance in compliance with all applicable state, federal and local laws and regulations.~~

~~B. Each Commercial and Industrial Franchisee agrees to provide to the City immediately upon sending or receipt, copies of all correspondence sent to or received from state or federal regulatory authorities and notice of all communications with said regulatory authorities in connection with or related to services performed by the Franchisee under this Agreement.~~

~~c. Each Commercial and Industrial Franchisee must maintain its equipment and perform the services encompassed by this Ordinance and its Commercial and Industrial Franchise Agreement in such a way as to avoid excessive debris, liquid or other material being strewn or deposited along collection routes or facilities operated by the Commercial and Industrial Franchisee.~~

SECTION V: FEE STRUCTURE AND FRANCHISE FEES

5.1 Fees

~~A. Each Commercial and Industrial Franchisee is responsible for billing its services and bears all costs associated with billing including costs relating to collection of unpaid fees.~~

~~B. Each Commercial and Industrial Franchisee bears all costs associated with performing the services described in this Ordinance which include but are not limited to the collection, transport and disposal of commercial and industrial solid waste under this Ordinance.~~

~~5.3 Franchise Fees~~

~~A. Each month beginning July 1, 2005, and continuing each month thereafter, each Franchisee must remit to the city of Madisonville 3% of the gross receipts received by the Franchisee attributable to its operations in the Commercial and Industrial Franchise Area.~~

~~B. Each Commercial and Industrial Franchisee hereby agrees to bear the cost of an annual audit of its records regarding the remitting of the franchise fee if the City, in its discretion, deems an audit necessary.~~

~~SECTION VI: REPORTING REQUIREMENTS~~

~~6.1 Monthly Reports to the City~~

~~A. Each Commercial and Industrial Franchisee shall maintain records and report monthly to the City the volume and source of all commercial and industrial solid waste collected by it under this Ordinance and its Commercial and Industrial Franchise Agreement during the previous month and the ultimate disposal location of the waste collected.~~

~~B. Each Commercial and Industrial Franchisee must maintain a summary of customer service calls and its response.~~

~~c. The City shall have the authority to request each Commercial and Industrial Franchisee to report to the City on any aspect of services provided under this Ordinance and its Commercial and Industrial Franchise Agreement.~~

~~D. Each Commercial and Industrial Franchisee shall retain all annual records required to be maintained under this Ordinance for three (3) years.~~

~~6.2 Right of Inspection/ Audit~~

~~A. Upon reasonable notice, the City reserves the right to inspect each Commercial and Industrial Franchisee's operations at any time in such a way as to not unreasonably interfere with the Commercial and Industrial Franchisee's operations. Each Commercial and Industrial Franchisee hereby grants the City right of entry as necessary to exercise this right.~~

~~B. The City reserves the right to require each Commercial and Industrial Franchisee's records relating to the Commercial and Industrial Franchisee's operations under this Ordinance and its Commercial and Industrial Franchise Agreement to be audited at any time.~~

~~Should the audit reveal inconsistencies or any other problems, the Commercial and Industrial Franchisee must provide the City with a written explanation including the Commercial and Industrial Franchisee's plans to remedy any problem identified and pay the expenses of such audit.~~

SECTION VII: REQUIRED INSURANCE

7.1 Insurance

~~A. General Liability Insurance Each Commercial and Industrial Franchisee shall maintain insurance from companies approved by the City, such approval not to be unreasonably withheld. Said insurance coverage must protect the City and the Commercial and Industrial Franchisee and their officers, agents, and employees from and against any and all claims, losses, damages, costs and expenses including cost of defense and reasonable attorney fees for injury or damage to persons or property, both real and personal, caused by the Commercial and Industrial Franchisee's operations under the terms of this Ordinance. Each Commercial and Industrial Franchisee bears all responsibility for all costs associated with this coverage. Each Commercial and Industrial Franchisee shall maintain the following minimum coverages:~~

Bodily Injury/ per person	\$ 1 Million
Bodily Injury/ per occurrence	\$ 1 Million
Property Damage/ per occurrence	\$ 1 Million
Property Damage/ aggregate	\$ 1 Million

~~B. Automobile Insurance Each Commercial and Industrial Franchisee shall maintain sufficient automobile insurance from companies acceptable to the City, such approval not to be unreasonably withheld, to protect the City and the Commercial and Industrial Franchisee and their officers, agents, and employees from and against any and all claims, losses, damages, costs and expenses including cost of defense and reasonable attorney fees for injury or damage to persons or property, both real and personal, caused by the operation of the Commercial and Industrial Franchisee's vehicles. Each Commercial and Industrial Franchisee bears all responsibility for all costs associated with this coverage. Each Commercial and Industrial Franchisee shall maintain the following minimum policy limits:~~

Bodily Injury/ per person1 Million	\$	Bodily
Injury/ per occurrence1 Million	\$	Property
Damage/ per occurrence1 Million	\$	Property
Damage/ aggregate1 Million	\$	

~~c. Worker's Compensation Insurance Each Commercial and Industrial Franchisee shall maintain worker's compensation insurance as required by the laws of the Commonwealth of Kentucky. Each Commercial and Industrial Franchisee bears all responsibility for all costs associated with this coverage.~~

~~City as Additional Insured/ Loss Payee All insurance required under the terms of this Ordinance shall name the City as additional insured and shall provide a thirty-day notice to the City in the event of a material alteration or cancellation of any coverage~~

~~forwarded in said policies prior to the effective date of said alteration or cancellation. Copies of all policies required under this Ordinance shall be furnished to and filed with the Mayor or City Council prior to commencement of operations or the expiration of prior policies.~~

~~SECTION VIII: OWNERSHIP OF COLLECTED MATERIALS~~

~~8.1 Ownership of Materials~~

~~A. Title or ownership of all commercial and solid waste collected by each Commercial and Industrial Franchisee under this Ordinance passes to the Commercial and Industrial Franchisee at the point the Item is~~

**CITY OF MADISONVILLE, KY
ORDINANCE 2024-2**

**AN ORDINANCE AMENDING CHAPTER 97 OF THE CITY OF MADISONVILLE CODE OF
ORDINANCES RELATING TO GARBAGE AND REFUSE**

BE IT ORDAINED BY THE CITY OF MADISONVILLE, KY, AS FOLLOWS:

Chapter 97 of the City of Madisonville Code of Ordinances is hereby amended to read as follows:

§97.05 PLACEMENT OF CONTAINERS FOR COLLECTION

All residential customers shall position their totter curbside in front of or on the property being served with the lid closed and handle facing away from the street, by 7:00 a.m. on the day of collection and removed from curbside by 7:00 a.m. on the day following collection. No totters shall be placed on or in front of a neighbor's property without the written consent of the neighbor. All commercial customers shall provide reasonable access to their dumpster.

§97.07 CITY'S RESPONSIBILITY; PRIVATE COLLECTORS PROHIBITED.

(A) It shall be unlawful for any person except the city or its designated agent to engage in or conduct the business of collection, removal, or disposal of refuse within the corporate limits of the city.

(B) Private scavengers, pushcart operators, and private refuse collectors, other than those licensed to do so under contract with the city, are prohibited from engaging in the business of collecting, transporting or disposing of garbage or refuse within the city.

§97.08 CITY ADMINISTRATOR TO PROMULGATE REGULATIONS.

The City Administrative Officer shall have the right to promulgate rules and regulations that may be reasonably necessary to implement the provisions of this chapter.

The foregoing Ordinance is read to and presented to a regular meeting of the City Council of Madisonville, Kentucky, for first reading on the 20TH day of February, 2024 and the second reading on the 4th day of March, 2024.

RESOLUTION OF GOVERNING BODY
CITY OF MADISONVILLE, KENTUCKY
2024-05

WHEREAS, the General Assembly of the Commonwealth of Kentucky has enacted Sections 18A.230-18A.275 of the Kentucky Revised Statutes authorizing the creation of the Kentucky Public Employees' Deferred Compensation Authority Board of Trustees and the establishment of the Kentucky Public Employees' Deferred Compensation Authority (KDC); and

WHEREAS, the Commonwealth by KDC sponsors the Kentucky Employees' 457 Deferred Compensation Plan and the Kentucky Public Employees' 401(k) Deferred Compensation Plan which includes KDC's Deemed IRA Program (the Plans) for adoption by local governmental political subdivisions and units; and

WHEREAS, Governmental Unit wishes to adopt and enter that certain Joinder Agreement attached hereto, dated February 20, 2024.

NOW THEREFORE BE IT:

RESOLVED, that Madisonville City Council, of Governmental Unit, Commonwealth of Kentucky, hereby enters and adopts the Joinder Agreement with KDC for participation in the 457 Plan and the 401(k) Plan for the benefit of its eligible employees; and,

FURTHER RESOLVED, Kevin Cotton, Mayor of the City of Madisonville be, and hereby is, authorized and directed by Governmental Unit to execute the Joinder Agreement with KDC, which authorizes KDC to administer the Plans on behalf of Governmental Unit, and to do all further acts and things, and to execute all further documents in writing, which the authorized signatory determines to be necessary or desirable in order to effect this Resolution.

GOVERNMENTAL UNIT
City of Madisonville, Kentucky

By: _____
Kevin Cotton. Mayor of City of Madisonville

Date: _____

Attest:

Date.

**KENTUCKY EMPLOYEES' 457 DEFERRED COMPENSATION PLAN
and
KENTUCKY PUBLIC EMPLOYEES' 401(k) DEFERRED COMPENSATION PLAN**

JOINDER AGREEMENT

THIS JOINDER AGREEMENT ("Agreement") is executed this ____ day of _____, 20__, by and between the KENTUCKY PUBLIC EMPLOYEES' DEFERRED COMPENSATION AUTHORITY (hereinafter "KDC") and _____ (hereinafter "Participating Employer" or "Employer").

WITNESSETH:

WHEREAS, the General Assembly of the Commonwealth of Kentucky has enacted Sections 18A.230 through 18A.275 of the Kentucky Revised Statutes ("KRS") creating the Board of Trustees of KDC (the "Board"); and

WHEREAS, KDC is authorized by such legislation to implement and administer the Kentucky Employees' 457 Deferred Compensation Plan ("457 Plan") and the Kentucky Public Employees' 401(k) Deferred Compensation Plan, which includes the Deemed IRA Program ("401(k) Plan", the 457 Plan and the 401(k) Plan are hereinafter referred to together as the "Plans"); and

WHEREAS, the Board adopted the Kentucky Employees' 457 Deferred Compensation Trust (2012), the Kentucky Public Employees' 401(k) Deferred Compensation Trust and Kentucky Public Employees' Deferred Compensation Authority Deemed IRA Trust (together, the "Trusts") in connection with the Plans to hold and invest assets of the Plans for the exclusive benefit of the Participants of the Plans; and

WHEREAS, Employer is authorized and has, by act of its governing body, elected to participate in the Plans for the benefit of its employees; and

WHEREAS, KDC acts as plan administrator of the Plans; and

WHEREAS, unless otherwise defined herein, capitalized terms shall have their meanings as defined in the Plans, and such terms shall be hereby incorporated by reference.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements contained herein, the parties do agree as follows:

1. APPOINTMENT OF KDC AS AGENT OF EMPLOYER.

(a) Employer has adopted the Plans as a Participating Employer. A copy of the Plans and related Trusts are available upon request. The Plans shall be administered by KDC. Employer appoints KDC, as its agent, to (i) execute Participation Agreements with any Employee of Employer by which he/she becomes a Participant of the Plans; (ii) enroll all Employees in the Plans; and (iii) administer the Plans on behalf of Employer in accordance with the terms of the Plans, KDC procedures and this Agreement. Each Employee shall be eligible for KDC's Deemed IRA Program.

(b) Employer authorizes KDC to perform any and all other acts incidental to the administration of the Plans. It is the intention of this Section 1 to confer upon KDC the authority to perform all administrative acts, in the name of Employer, which Employer is permitted or obligated under the Plans to perform, without regard to whether such act is mandatory or discretionary. Employer agrees to be bound by the terms of the Plans currently in effect and as may be amended.

(c) Employer shall perform those functions which are specifically enumerated in KDC's procedures and shall disclose to KDC such information as may be required for tax law compliance. KDC may rely on such information for all Plan purposes. Employer shall contribute to the Trusts all Employee deferrals within 15 days after payday.

(d) If Employer sponsors any other deferred compensation, 401(k) plan(s) other than the Plans or any tax-sheltered programs, Employer shall have the sole responsibility to maintain compliance with applicable tax provisions with respect to such plans, including, but not limited to, combined contribution limits.

2. ENROLLMENT PROCEDURES, WITHHOLDING AND REPORTING.

(a) Employer adopts, consents to and agrees to act in accordance with the procedures for the enrollment of all Employees, the withholding of deferred amounts, reporting of contributions and distributions, and the remittance of the deferred amounts to the Trusts, and where applicable, taking appropriate corrective measures as determined by KDC for maintaining compliance with Plan terms and the requirements of law. KDC shall not be responsible for the collection of any Contributions to the Plans. Employer shall submit payroll information and deposit contributions through KDC's e-pay system, FAST Pay secure portal, or its equivalent.

(b) Employer agrees to deliver a Participation Agreement to each eligible part-time Employee in accordance with applicable federal tax law and Plan provisions. Any costs, liabilities and expenses resulting from Employer's failure to do so shall be paid by Employer and not KDC.

(c) KDC may direct Employer with respect to such corrective measures to ensure compliance with the Plans and applicable law.

(d) Employer shall update and return the Employer Data Sheet attached hereto. Employer shall also deliver Employer-related information upon request of KDC. Employer represents and warrants to KDC that all such information is complete and accurate.

3. CONFIDENTIALITY. Employer understands and consents to KDC's use and disclosure of any and all information delivered by Employer to KDC to carry out the purposes of this Agreement, including but not limited to, disclosure of information to federal and state agencies with jurisdiction over the Plans or Trusts.

4. COMMUNICATION WITH PARTICIPANTS. Employer agrees that it will not communicate with Employees or Participants concerning KDC or the Plans unless such communication has been approved in advance by KDC.

5. TERM. The term of this Agreement shall be for a period beginning on the date of its execution and ending on the date there are no accounts of Employer's Employees remaining in the Plans. This Agreement replaces and supersedes any Joinder Agreement entered into by the parties prior to the effective date of this Agreement.

6. AMENDMENT. This Agreement may be amended in writing signed by both parties. In addition, KDC may amend this Agreement by delivery of written amendment to the Employer. If Employer does not object in writing to the amendment within 90 days of receipt, this Agreement shall be deemed amended in accordance with such written amendment.

7. APPLICABLE LAW. This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement which shall be effective as of the date first written above.

KENTUCKY PUBLIC EMPLOYEES'
DEFERRED COMPENSATION AUTHORITY

EMPLOYER:

By: _____

Title: Executive Director

By: _____
(Authorized Signatory)

Name: _____
(please print)

Title: _____

INVESTMENT BRANCH EMPLOYER DATA SHEET

I. Eligible Employer Identification ("Official" Employer name)

A. NAME _____ Federal ID# _____
 ADDRESS: _____
 CITY _____ County _____ Zip _____

B. Total Number of all Employees (Include part-time) _____
 Number of Employees who are part-time _____

C. Unit of Government (Please Check One)

_____ County _____ City _____ Other (Please specify _____)
 (please print clearly)

Name of Project Officer assigned to receive official communication concerning your participation in the Plans:

Name _____ Title _____
 Address _____ City _____
 County _____ Zip _____ Telephone _____
 Email Address _____ Fax () _____

D. Name of Director of Payroll or other individual assigned to implement withholding procedures:

Name _____ Title _____
 Address _____ City _____
 County _____ Zip _____ Telephone _____
 Email Address _____ Fax () _____

II. Payroll Data

A. We have employees who are paid on the following schedule (modes): (Please complete the chart below for each different pay schedule. Attach a separate sheet if necessary.)

Mode/Pay Schedule (i.e., bi-weekly)	Normal Payday (Day & Date of Paycheck)	Next Payday (Day & Date of Paycheck)	Payday Following (Day & Date)	No. of Employees This Mode

B. The initial and amended "Payroll Reduction Authorization" forms and Letters of Transmittal should be sent to:

Name and Title: _____
 Email: _____

C. "Payroll Reduction Listings" (Billings) should be sent prior to each pay date to:

Name and Title: _____
 Email: _____

Information submitted by _____ Date _____

RESOLUTION OF GOVERNING BODY

(insert name of governmental unit)

WHEREAS, the General Assembly of the Commonwealth of Kentucky has enacted Sections 18A.230-18A.275 of the Kentucky Revised Statutes authorizing the creation of the Kentucky Public Employees' Deferred Compensation Authority Board of Trustees and the establishment of the Kentucky Public Employees' Deferred Compensation Authority (KDC); and

WHEREAS, the Commonwealth by KDC sponsors the Kentucky Employees' 457 Deferred Compensation Plan and the Kentucky Public Employees' 401(k) Deferred Compensation Plan which includes KDC's Deemed IRA Program (the Plans) for adoption by local governmental political subdivisions and units; and

WHEREAS, Governmental Unit wishes to adopt and enter that certain Joinder Agreement attached hereto, dated _____, 20__.

NOW THEREFORE BE IT:

RESOLVED, that _____ (insert name of governing body) of Governmental Unit, Commonwealth of Kentucky, hereby enters and adopts the Joinder Agreement with KDC for participation in the 457 Plan and the 401(k) Plan for the benefit of its eligible employees; and,

FURTHER RESOLVED, that _____ (insert name/title of authorized signatory) be, and hereby is, authorized and directed by Governmental Unit to execute the Joinder Agreement with KDC, which authorizes KDC to administer the Plans on behalf of Governmental Unit, and to do all further acts and things, and to execute all further documents in writing, which the authorized signatory determines to be necessary or desirable in order to effect this Resolution.

GOVERNMENTAL UNIT

By: _____

Title: _____

Date: _____

Attest: _____

Date: _____